

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bill Underwood/797-1050

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** n/a

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND LEWIS, LONGMAN & WALKER, P.A. TO PROVIDE ADVICE AND REPRESENTATION ON PENSION MATTERS AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:** This resolution is to engage a law firm which specializes in pension law. From time to time the Town needs an attorney with specific pension law expertise. The firm of Lewis, Longman & Walker, P.A. has been identified as a firm possessing such expertise. By authorizing the use of this firm on an as needed basis, future pension matters should be able to be resolved more expeditiously as the Town will have an established firm in place to provide advice and representations.

**PREVIOUS ACTIONS:** Not applicable.

**CONCURRENCES:** The Town Administrator, Assistant Town Administrator, Budget and Finance Director and Town Attorney all concur on this request.

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$5,000 for FY 2004

Account Name: Professional Services, 001-0302-513-0320, \$5,000

Additional Comments: Not applicable

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Resolution

Exhibit "A," Memorandum-Town Attorney

Exhibit "B" Engagement Letter

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND LEWIS, LONGMAN & WALKER, P.A. TO PROVIDE ADVICE AND REPRESENTATION ON PENSION MATTERS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie, desires to engage Lewis, Longman and Walker, P.A. to provide advice and representation on pension matters, and

WHEREAS, it is in the best interest of both parties to execute an agreement for specialized services.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Davie, Florida,

SECTION 1. The Town Council hereby authorizes the Mayor to execute an agreement with Lewis, Longman & Walker, P.A. for their services as Pension Attorney, attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004

EXHIBIT "A"

MONROE D. KIAR  
TOWN ATTORNEY  
TOWN OF DAVIE  
6191 SW 45<sup>th</sup> Street, Suite 6151A  
Davie, Florida 33314  
(954) 584-9770

MEMORANDUM

DATE: May 13, 2004

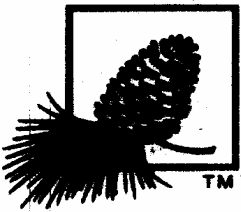
TO: Bill Underwood, Budget and Finance Director

CC: Mayor and Councilmembers  
Tom Willi, Town Administrator

FROM: Monroe D. Kiar, Town Attorney

RE: Pension Attorney engagement letter  
Control Number: 040403

As per your request, this office has reviewed the final draft to the letter of engagement transmitted to the Town by Lewis, Longman & Walker relative to that firm representing the Town on pension related matters. Upon review of the final draft, it is noted that the firm has added the conflict of interest provisions suggested by my office and has corrected Article 4 of the Agreement to reflect that the Town has thirty days in which to pay the firms bills after a billing statement is received by the Town.



# LEWIS, LONGMAN & WALKER, P.A.

ATTORNEYS AT LAW

REPLY TO: TALLAHASSEE

**HELPING SHAPE  
FLORIDA'S FUTURE®**

[www.llw-law.com](http://www.llw-law.com)

**Bradenton Office**  
1001 3rd Avenue West  
Suite 670  
Bradenton, FL 34205  
(941) 708-4040  
Fax: (941) 708-4024

**Jacksonville Office**  
9428 Baymeadows Road  
Suite 625  
Jacksonville, Florida 32256  
(904) 737-2020  
Fax: (904) 737-3221

**Tallahassee Office**  
Post Office Box 10788 (32302)  
125 South Gadsden Street  
Suite 300  
Tallahassee, Florida 32301  
(850) 222-5702  
Fax: (850) 224-9242

**West Palm Beach Office**  
1700 Palm Beach Lakes Boulevard  
Suite 1000  
West Palm Beach, Florida 33401  
(561) 640-0820  
Fax: (561) 640-8202

April 26, 2004

Mr. Bill Underwood  
Finance Director  
City of Davie  
6591 Orange Drive  
Davie, FL 33314

Re: Legal Representation – Pension Matters

Dear Mr. Underwood:

On behalf of the law firm of Lewis, Longman & Walker, P.A., I thank you sincerely for the opportunity to work with you on the above referenced matter. The following represents the terms and conditions of representation by the Firm on this matter:

1. **Services.** Lewis, Longman & Walker, P.A. will provide advice and representation to you on pension matters. I will be the shareholder in charge of this matter and will be primarily responsible for providing and supervising the legal services required. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. At this time, I anticipate that myself and Glenn Thomas will be involved in this matter. We will use our best judgment to determine the amount of time, who is to perform specific tasks and work, and the nature of the services to be performed in your best interests.

2. **Professional Fees.** Glenn Thomas and I will be the primary attorneys working on your matter. Mr. Thomas' standard hourly rate is \$160 and mine is \$210. In addition, we may assign work to other attorneys or paralegals within the office, depending upon who can best do the work in the most efficient manner. The hourly rate for attorneys ranges from \$135 to \$210. The hourly rate for paralegals/law clerks ranges from \$85 to \$100. These rates will be in effect through December 2004 and will be modified annually thereafter in January of each subsequent year. We will provide you with our new rates along with the Firm's statement of services rendered in January of each year.

Mr. Bill Underwood  
April 26, 2004  
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3. **Costs and Expenses.** The firm charges for costs and expenses incurred on your behalf for this representation. Attachment 1 sets forth the most commonly incurred costs and expenses. We may advance these costs and seek reimbursement in our billings or we may at our discretion require you to deposit these costs with us before the costs are incurred.

4. **Billing and Payment.** We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter, less any retainer amounts applied against these services and expenses. You agree to pay the amount of each statement in full within twenty (30) days of the billing date. Should you question or dispute any items or any statement, you agree to notify us in writing of any such question or dispute within fifteen (15) days of the billing date, and we will assume you do not have any dispute if we do not hear from you in that time.

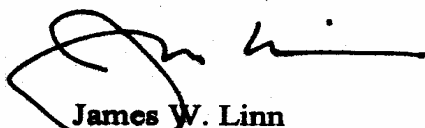
5. **Court Awarded Fees.** In litigation matters, the court will sometimes order your adversary to pay part or all of your fees and out-of-pocket costs expended on your behalf in the matter at the trial and/or appellate level. Because fees and costs awards are totally unpredictable, court orders must be considered to be merely "on account" and you remain liable for payment of the total fees and costs. Amounts received pursuant to a court order will be credited to your account. Any court award of fees or costs does not set or limit our fees, nor your liability to the Firm for fees and costs in any way.

6. **Default.** In the event any suit or action is brought to enforce the provisions of this Agreement, whether pursuant to paragraph 4 above or in any other administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals. Venue for any action to enforce the provisions of this Agreement shall be in Broward County, Florida.

7. **Termination.** This Agreement may be terminated by either party at any time upon written notice.

~~We sincerely thank you for choosing our firm to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of the letter, return the original to me and retain a copy for your records. On behalf of the Firm, I look forward to assisting you in this matter.~~

Sincerely,



James W. Linn

JWL/cs

Mr. Bill Underwood

April 26, 2004

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**ACCEPTED BY:**

TOWN OF DAVIE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT 1**

<b>Cost/Expense</b>	<b>Typical Charges</b>
<b>Computer Research</b>	Actual usage + proportionate share of base subscription.
<b>Court Reporters</b>	Direct invoice from vendor to client or paid from retainer.
<b>Delivery Charges</b>	Actual amount invoiced to firm. Mode of delivery based on need and economy.
<b>Messenger Service</b>	Actual amount invoiced to the firm.
<b>Overnight Express</b>	Actual amount invoiced to the firm.
<b>Telephone</b>	Outgoing: Actual telephone charge + \$1.25/page. Incoming: No charge
<b>Photocopying</b>	Inside copies: \$0.20/page Outside services: Actual amount invoiced to firm.
<b>Secretarial Overtime</b>	No charge
<b>Telephone Charges</b>	Actual long distance and cellular charges + proportionate share of base subscriptions.
<b>Temporary Help</b>	Actual amount invoiced to the firm.
<b>Travel-Local/Surface</b>	Reasonable mileage or actual rental charges.
<b>Travel-Out-of-Town</b>	Intrastate: Actual common carrier charges for coach. Interstate: Actual common carrier charges for business class. Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
<b>Word Processing</b>	No charge
<b>Other Expenses</b>	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.

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